THE HON'BLE MR JUSTICE V.V.S.RAO

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WRIT PETITION No.1387 of 2006

31.1.2006

Between:

K.Satyanarayana, S/o.Pothanna

... Petitioner

AND

The Commissioner,

Nizamabad Municipal Corporation

...Respondent

THE HON'BLE MR JUSTICE V.V.S.RAO

WRIT PETITION No.1387 of 2006

ORDER:

The petitioner is a sanitation contractor. In pursuance of tender notification dated 29.7.2005, he submitted tender for supply of labour for pulling of rikshaws, collection and disposition of garbage in Nizamabad town. The estimated cost of the work is Rs.31,65,136/-. The petitioner paid Earnest Money Deposit (EMD) of Rs.79,628/- and his offer to supply 72 labour for 365 days at Rs.30,25,879/- was accepted. He also entered into an agreement on 23.8.2005 with the Commissioner of the Corporation. On 07.1.2006, a news story was published in Eenadu (Telugu Daily), Nizamabad District Edition, incorporating the statement of the Mayor of the Corporation to the effect that the Corporation would supply two rikshaws for each division and that in the first phase, fifty rikshaws would be arranged so as to maintain clean city. Aggrieved by the same, the present writ petition is filed.

Learned Counsel for the petitioner submits that the contract was given to the petitioner to supply 72 labour for sanitation work by using rikshaws and therefore, there is an obligation on the part of the respondent to supply 72 rikshaws. Secondly,

he would urge that when the contract is in force, it would be improper for the Corporation to engage other labour ignoring the contract.

At the stage of admission itself, the learned Standing Counsel for the Corporation has produced the relevant file and on instructions submits that the contract entered into by the Corporation with the petitioner on 23.8.2005 is in force and the Corporation is taking action strictly in accordance with the agreement. He further submits that there is no obligation on the part of the Corporation to supply 72 rikshaws as per the contract. He also submits that during the months from September to December 2005, the petitioner alone supplied labour and labour from the other contractors were not engaged.

This Court has been taken through the agreement dated 23.8.2005. The same nowhere contains a covenant compelling the Corporation to supply 72 rikshaws to the petitioner. Secondly, the work itself is described as "Engage of labours for pulling of Rikshaws, Collection and disposition of garbage at the places shown by the Concerned Sanitary Inspector and Each labour has to cover 370 Nos., of Houses Door to Door for collection of Garbage from the Town". Either the conditions of the tender or the agreement do not provide for supply of 72 rikshaws to the petitioner, though the Corporation has supplied twenty rikshaws wherever they are required for removal of the garbage from the areas.

Insofar as the submission of the petitioner that in contravention of the agreement the respondent Corporation is engaging labour through others, the same is denied by the learned Standing Counsel for the Corporation. Further, if there is any move on the part of the respondent Corporation to engage labour in any divisions, other than the labour supplied by the petitioner, and if the number of labour falls short of 72, it is always open to the petitioner to approach the Commissioner for necessary redressal. This issue, in a writ petition under Article 226 of Constitution of India, cannot be decided.

The writ petition, with the above observation, is accordingly dismissed. No costs.

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(**V.V.S. RAO,J**)

January 31, 2006

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